

Subdivision Name: _____

MPDU SALES OFFERING AGREEMENT

AGREEMENT, made this _____ day of _____, 20____
and between _____ (hereinafter referred to
as "Applicant") and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as
"County")

WHEREAS, Applicant desires to offer for sale, as Moderately Priced Dwelling Units,
(hereinafter referred to as "MPDUs") certain dwelling units described in Schedule A, attached
hereto, pursuant to the provisions and requirements of Chapter 25A of the Montgomery County
Code, 1994, as amended, applicable Executive Regulations and pursuant to the MPDU Agreement
for the subdivision executed on _____ Day of _____ 20____.

NOW, THEREFORE, in consideration of the mutual promises, conditions and obligations
provided or herein, it is hereby agreed between the parties hereto as follows:

1. **DESCRIPTION OF PROPERTY**: Applicant hereby offers for sale as moderately priced
dwelling units (MPDUs) _____ pieces of real property located in
_____(subdivision). These properties are more particularly described by lot
or unit, block, and subdivision in Schedule A, attached hereto, and made a part hereof.

2. **DELIVERY**: The properties described in Schedule A must be available for occupancy, in
compliance with County building code requirements, within three hundred sixty-five (365) days of
the date of acceptance of this agreement by the County or from the date of the lottery, priority
drawing whichever is later. Time is of the essence with respect to the time period provided for in
this paragraph.

3. **ELIGIBILITY OFFERING**: For a period of 90 days from the date of acceptance of this
Agreement by all parties or from the date of the lottery, priority drawing, whichever is later, the
County has a preferential offering period within which to make the units available to persons on the
County's moderately priced housing eligibility list. Those eligible persons who choose to contract
for an MPDU are required to turn in their MPDU eligibility certificates to the Applicant or his agent
at the time of contracting for the purchase of the property.

4. **PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS**: The physical description of each
unit, along with the items contained in each unit, is listed in Schedule C, attached hereto, and made a
part hereof. The Applicant warrants and guarantees that each unit conforms, or will conform at time
of delivery by Applicant, to the minimum specifications for all dwelling units as required by the
Department of Housing and Community Affairs (DHCA).

5. **PRICE**: A. The purchase price for each dwelling unit, as listed in Schedule C must include
those settlements costs listed in applicable Executive Regulations. Other settlement charges as
reflected by the settlement sheet must be paid for by the purchaser.

B. The base sales price for each dwelling unit, exclusive of settlement costs as referred to in Schedule C, is that amount as determined by Executive Regulations in effect at the time of the acceptance of this offering agreement.

C. Applicant must complete each unit in accordance with the minimum specifications required for each MPDU listed in Schedule C. Applicant acknowledges having had the opportunity of reviewing these specifications prior to signing this Agreement. The price established by Executive Regulation for each unit may be adjusted downward by the County, if in County's sole discretion, the minimum specifications for items identified on Schedule C and required by Executive Regulations for each mpdu have not been supplied, completed or complied with by the Applicant

6. NOTICE TO HOUSING OPPORTUNITIES COMMISSION: Applicant acknowledges that County is required to notify the Housing Opportunities Commission (Commission) and other housing agencies or organizations approved by the County Executive of the MPDU offering being made by the Applicant. The Commission and the approved housing agencies have the right to purchase up to 40 percent of the MPDUs in any subdivision; however, the Commission may not purchase more than 33 1/3 percent of the MPDUs in any subdivision. The Commission and other approved housing agencies have 21 days after the date of notification of the availability of the MPDUs within which to advise the Applicant, in writing, of its interest in purchasing up to 40 percent of the MPDUs.

7. DOCUMENTS: Within 15 days for the date of execution of a sales agreement for each MPDU, the applicant must provide the County with copies of the following items: sales contract, the original sale certification form and the original certificate of eligibility of the purchaser. Within 15 days after settlement, the applicant must provide the County with copies of both the settlement sheet for each MPDU sold, as well as copies of each deed for every MPDU offered herein.

8. DECLARATION OF COVENANTS: At or before the time of the submission of this agreement, the Applicant must provide the County with a signed Declaration of Covenants subjecting the MPDUs in the subdivision to the requirements of Chapter 25A of the Montgomery County Code 1994, as amended, and applicable Executive Regulations. The Declaration of Covenants will be recorded in the Land Records by the County as soon as practicable, at the County's expense. All deeds transferring the property listed in Schedule A must reference the covenants by liber and folio.

9. ATTACHMENTS: Attached hereto and made a part hereof are the following documents and/or schedules:

- A. addresses, lot and block, and tax account number of the MPDUs. (Schedule A).
- B. general information sheet (Schedule B).
- C. unit description and price sheet (Schedule C).
- D. 2 copies of the subdivision record plat.
- E. floor plans for each unit type.
- F. bases sales price calculation sheet for each unit type.
- G. 2 copies of the site plan,

10. BINDING EFFECT: This Agreement is binding upon the applicant, the applicants agents,

successors, assigns, personal representatives, and heirs.

11. WAIVER: A waiver by the County of a specific requirement or default in this agreement or of the unit must be in writing; such a waiver is not a waiver of any other or subsequent default of similar or different nature.

12. NOTICES AND LIAISON: The County's liaison to this and any notices sent pursuant to this agreement must be delivered in writing to:

Moderately Priced Housing Section
Department of Housing and Community Affairs
100 Maryland Ave, 4th Floor
Rockville, Maryland 20850

Notices to the Applicant shall be sent to:

13. SURVIVAL: The terms of this agreement survive the execution and delivery of any deeds of leases and do not merge therein.

14. APPLICABLE LAWS AND REGULATIONS: Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this agreement whether or not such laws or regulations are herein specifically enumerated or referred to.

15. SEVERABILITY: If any part, portion or provision of this agreement is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion, or provision is affected thereby, and the remainder of this agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed by _____ its _____ and its corporate seal to be affixed, and does appoint _____ its true and lawful attorney-in-fact to acknowledge and deliver these presents, and the County has on the day and year hereinabove written caused these presents to be signed by _____, its

WITNESS:

MONTGOMERY COUNTY, MARYLAND

The 90 day priority offering will begin on _____.
(The above date will be determined by the Department)

APPLICANT

BY: _____

WITNESS:

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that before me, a notary Public in and for the jurisdiction aforesaid, personally appeared _____ attorney-in-fact for applicant, who is personally known to me (or proven to be) the person who executed the above instrument, and he executed the foregoing in the name and on behalf of applicant for the uses and purposes herein contained.

WITNESS my hand and seal this ____ day of _____, 2003.

My Comm. Exp:

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that before me, a notary Public in and for the jurisdiction aforesaid, personally appeared _____ attorney-in-fact for applicant, who is personally known to me (or proven to be) the person who executed the above instrument, and he executed the foregoing in the name and on behalf of applicant for the uses and purposes herein contained.

WITNESS my hand and seal this __ day of _____, 2003.

My Comm. Exp:

SCHEDULE B

Subdivision Name

1. Project Name if difference from above

2. Developer:

Address:

3. Contact Person:

Telephone Number:

Fax Number:

E-mail Address:

4. a) Homeowners Association Fee:

b) Condominium Fee:

5. Deferred Fees:

a) Water and Sewer Connection Fee:

b) Front Foot Benefit Charge:

6. Mortgage Financing: (Described mortgage financing that is being offered to MPDU Purchasers. The cost of FHA financing may be added to the sales price)

SCHEDULE C

UNIT DESCRIPTION

NOTE: Please describe the items included in each MPDU. These components shall be utilized by DHCA in the pricing process. Attach floor plans for MPDUs. Specify square footage of each unit type.

Structure Type _____

Number of Bedrooms

1 2 3 4

Number of Units:

Size of unit
by square feet

Number of baths

Basement:

Walkout

Inground

Approved Sales Prices:

Unit Description

Sales Price

Prices of Options: (List below or attach separate sheet)

Option

Price
